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David B. Sweeney  
Foster Pepper & Shefelman  
1111 Third Ave., Suite 3400  
Seattle, Washington 98101

# COPY

EXCISE TAX NOT REQUIRED  
King Co. Records Division

By Handzel, Deputy

## EASEMENT Desimone to Boeing

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Seattle First National Bank, Mondo Desimone and Jacqueline E. Danieli, as Co-Trustees under the Last Will and Testament of Giuseppe Desimone, deceased, and as Co-Trustees under the Last Will and Testament of Assunta Desimone, deceased; and Joseph R. Desimone and Richard L. Desimone, Jr., both individually and as Co-Trustees under the Last Will and Testament of Richard L. Desimone, deceased, and as Personal Representatives for the Estate of Katherine M. Desimone; and Richard L. Desimone, Jr., as Trustee of the Richard L. Desimone III Trust, the John A. Desimone Trust, and the Ann M. Desimone Trust (all collectively the "Grantor" herein), hereby grants and conveys to The Boeing Company, a Delaware corporation, acting by and through its division, Boeing Defense and Space Group ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive easement over, across and under the real property in King County, Washington, as described in Exhibit A (the "Servient Property"), such easement to take up the portion of such property as is described in Exhibit B and depicted on Exhibit C (the "Easement Area"). All referenced exhibits are attached hereto and incorporated herein by this reference.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. Purpose. Grantee shall have the right to construct, operate, maintain and repair a private road, and underground utilities, together with all necessary appurtenants and the right to use the road and utilities. Provided, however, Grantee shall not overburden the use of the Easement Area and its use shall be reasonable considering the capacity of the Easement Area, improvements thereon and use by others.

2. Compliance With Laws and Rules. Grantee shall at all times exercise its rights herein in compliance with all applicable laws and regulations.

3. Removal of Fill Material. In the event that Grantee encounters, or suspects that it has encountered any hazardous substances in the Easement Area in furtherance of its rights set forth in paragraph 1, Grantee shall cease all operations and notify Grantor. If the encountered or suspected hazardous substances are not the result of the acts or omissions of Grantee, Grantor shall, at its own expense, determine if the material is hazardous, as determined by applicable law. If the material should prove to be hazardous, then the Grantor shall, at its own expense, remove, dispose or otherwise handle such hazardous substances, as necessary, in accordance with applicable law or reroute the

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Easement Area, if possible. If hazardous substances are removed, Grantor also shall provide substitute nonhazardous material to replace the removed material for Grantee to use in its operation, if necessary. Should the encountered or suspected material prove not to be hazardous, Grantee shall proceed with the operations at its own cost, with no recourse against the Grantor for the cost of schedule delays incurred due to the delay in operation. If the encountered or suspected hazardous substances are or may be the result of the acts or omissions of Grantee, Grantor's characterization of the substances involved and any removal, disposal or other handling costs incurred in connection with the removal, disposal or handling of the hazardous substances will be at Grantee's expense, and Grantee shall have no recourse against Grantor for the cost of schedule delays incurred due to the delay in operation. Any environmental mitigation requirements imposed as a result of the exercise of any right or obligation of Grantee hereunder shall be the sole responsibility and expense of Grantee.

4. Grantee Use and Activities. Except as provided in paragraph 1, Grantee shall not use, or allow the use of, the Easement Area for any purpose whatsoever. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the Easement Area as set forth in paragraph 5. Grantee shall, at all times, exercise its rights hereunder in a manner so as to prevent bodily harm to persons (whomsoever) and damage to property (whatsoever). Grantee shall pay for the initial construction of all road improvements hereafter constructed, but thereafter Grantor and Grantee shall equitably share the cost of all maintenance and repair, as necessary to keep the same in a neat, clean and safe condition to provide reasonable road access for a first class office/warehouse/distribution/manufacturing complex.

5. Grantor's Use of the Easement Area and Access by Grantor During Construction. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided that Grantor shall not construct or maintain any building or other structure on the Easement Area which would interfere with the exercise of the rights herein granted. Grantee shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the Easement Area during periods in which Grantee is conducting construction or other activities. In the event of an emergency requiring immediate action by either party for the protection of its facilities or other persons or property, such party may take such action upon such notice to the other party as is reasonable under the circumstances.

6. Indemnity. Grantee agrees to release, indemnify and hold harmless the Grantor, and its respective directors, officers, employees, agents, servants and representatives from any and all actions, liabilities, demands, claims, suits, judgments, liens,

awards and damages of any kind or character whatsoever (hereinafter referred to as "Claims"), including claims for death or injury to employees of Grantee, costs, expenses and reasonable attorneys fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly from, on account of, or in connection with Grantee's construction on, operation, maintenance and use of the Easement Area (and improvements thereon). With respect to all or any portion of the foregoing obligation which may be held to be within the purview of RCW 4.24.115, such obligation shall apply only to the maximum extent permitted by RCW 4.24.115. As between the parties and for purposes only of the obligations herein assumed, Grantee waives any immunity, defense or other protection that may be awarded by any worker's compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

7. Term; Abandonment. The rights herein granted shall be perpetual; provided, however, at such time as Grantee ceases to use said Easement Area for a period of five (5) successive years, this Easement shall terminate and all rights hereunder shall revert to Grantor.

8. Notices. Notices required to be in writing under this Agreement shall be personally served or sent by U.S. mail. Any notice given by mail shall be deemed to have been received when three (3) days have elapsed from the time such notice was deposited in the U.S. mail addressed as follows:

To Grantor:

The Desimones

c/o Mr. Richard L. Desimone, Jr  
(b) (6)

c/o Seafirst Bank  
Investment Counselors CSC-47  
PO Box 34471  
Seattle, WA 98124

To Grantee:

Boeing Defense and Space Group  
c/o Office of General Counsel

P.O. Box 3703, MS 13-08

Seattle, WA 98124-2207

Either party may change the address to which notices may be given by giving notice as above provided.

9. Access. Grantee shall have the right of reasonable access to the Easement Area over and across adjacent lands owned or possessed by Grantor to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damages to the Easement Area or the Servient Property caused by the exercise of said right of access and the cost of any repairs resulting therefrom at the actual customary cost of such repair.

10. No Warranties. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by Grantor affecting the Easement Area. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof. Any plans, specifications or drawings (collectively, "Submittal") provided by Grantee to Grantor pursuant to this Agreement are for Grantor's informational purposes only. Any analysis, review or approval by Grantor, or Grantor's failure to analyze, review or approve such Submittal (including failure to discover any error or defect in such Submittal) shall not relieve Grantee of any of its obligations under this Agreement. Grantor hereby expressly disclaims any and all warranties, express or implied, with respect to any such Submittal developed, reviewed or approved by Grantor as a condition of this Agreement.

11. Successors and Assigns. The easement granted herein shall run with the land, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successor and assigns.

12. Termination; Relocation.

12.1 Grantor may require Grantee to relocate the easement granted hereby at any time and from time to time to another area of the Grantor's property, provided that any such relocation shall be at Grantor's expense, and provided that any area to which the easement is relocated shall provide reasonable access and shall be deemed the "Easement Area" for all purposes of this instrument from the date of such relocation.

12.2 In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of Grantor's giving Grantee written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantee's rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default.

12.3 Upon termination of this Agreement and if requested by Grantor, Grantee, at its sole cost and expense, shall remove from the Easement Area any and all improvements thereon and restore the Easement Area to a condition as good or better than it was prior to construction of said improvements.

12.4 No termination of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination.

DATED 10/20, 1995.

GRANTOR:

Seattle First National Bank, as Co-Trustee under the Last Will and Testament of Giuseppe Desimone, deceased, and as Co-Trustee under the Last Will and Testament of Assunta Desimone, deceased

By: Richard H. Embury  
Its: VICE PRESIDENT

By: James K. Gallagher  
Its: VICE PRESIDENT

Mondo Desimone, as Co-Trustee under the Last Will and Testament of Giuseppe Desimone, deceased, and as Co-Trustee under the Last Will and Testament of Assunta Desimone, deceased

Mondo Desimone  
Mondo Desimone

Jacqueline E. Danieli, as Co-Trustee under the Last Will and Testament of Giuseppe Desimone, deceased, and as Co-Trustee under the Last Will and Testament of Assunta Desimone, deceased

Jacqueline E. Danieli  
Jacqueline E. Danieli

Joseph R. Desimone, individually and as Co-Trustee under the Last Will of Richard L. Desimone, deceased, and as Personal Representative for the Estate of Katherine

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Richard L. Desimone, Jr., individually and as Co-Trustee under the Last Will of Richard L. Desimone, deceased, and as Personal Representative for the Estate of Katherine M. Desimone, deceased; and as Trustee of the Richard L. Desimone III Trust, the John A. Desimone Trust, and the Ann M. Desimone Trust

GRANTEE :

The Boeing Company, by and through its  
division, Boeing Defense and Space Group

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated \_\_\_\_\_, 1995.

Notary Public in and for the  
State of Washington.  
My Appointment Expires \_\_\_\_\_  
Print/type name

M. Desimone, deceased

Joseph R. Desimone  
Joseph R. Desimone

Richard L. Desimone, Jr., individually and as Co-Trustee under the Last Will of Richard L. Desimone, deceased, and as Personal Representative for the Estate of Katherine M. Desimone, deceased; and as Trustee of the Richard L. Desimone III Trust, the John A. Desimone Trust, and the Ann M. Desimone Trust

Richard L. Desimone, Jr.  
Richard L. Desimone, Jr.

GRANTEE:

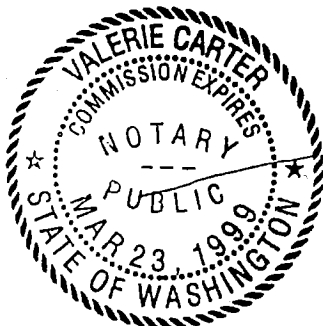
The Boeing Company, by and through its division, Boeing Defense and Space Group

By: Myril A. Schultz  
Its: DIRECTOR OF FACILITIES - D4SG

STATE OF WASHINGTON )  
: ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Myril Schultz is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as Representative of the Boeing Company to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated February 26, 1998.



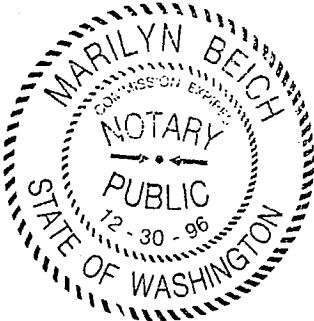
Valerie Carter  
Notary Public in and for the State of Washington.  
My Appointment Expires 3/23/99  
Print/type name Valerie A. Carter

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STATE OF WASHINGTON )  
: SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard H. Anderson and James K. Gallagher are the persons who appeared before me, signed this instrument, on oath stated that they were authorized to execute said instrument as Vice Pres. and Vice Pres., respectively, of Seattle First National Bank, to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 10-20, 1995.

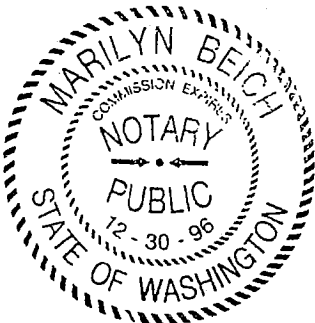


Marilyn Beich  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 12-30-96  
Print/type name MARILYN BEICH

STATE OF WASHINGTON )  
: SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mondo Desimone is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

Dated 10-20, 1995.



Marilyn Beich  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 12-30-96  
Print/type name MARILYN BEICH

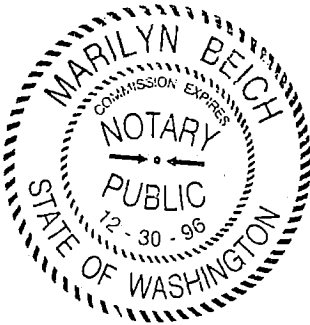
STATE OF WASHINGTON )  
: SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jacqueline E. Danieli is the person who appeared before me, signed this instrument and acknowledged it to be her free and voluntary

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act and deed, for the uses and purposes therein mentioned in the instrument.

Dated 10-20, 1995.



Marilyn Beich  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 12-30-96  
Print/type name MARILYN BEICH

STATE OF WASHINGTON )  
: ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Joseph R. Desimone is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

Dated 10-20, 1995.



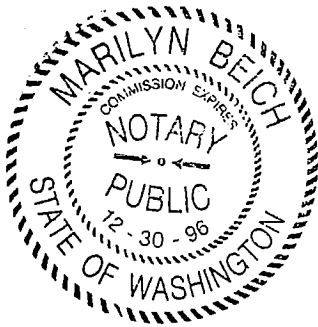
Marilyn Beich  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 12-30-96  
Print/type name MARILYN BEICH

STATE OF WASHINGTON )  
: ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard L. Desimone, Jr. is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

Dated 10-20, 1995.

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Marilyn Beich  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 12-30-96  
Print/type name MARILYN BEICH

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DESIMONE PROPERTY - OXBOW PENINSULA

PARCEL A:

That portion of Government Lots 5, 6, 7, 11, and of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  all in Section 4, Township 23 North, Range 4 East W.M., lying Northeasterly of primary State Highway No. 1, as established by King County Superior Court Cause No. 529021, and Northeasterly of West Marginal Place South, and Northeasterly of the City of Seattle transmission line easement established by King County Superior Court Cause No. 469557 and lying Southerly and Westerly of the Duwamish River;

(A portion being also known as Lots 1 and 2 of King County Short Plat No. 588023, recorded under Recording No. 9006050697);

Situate in the county of King, state of Washington.

PARCEL B:

That portion of Government Lot 11 in Section 4, Township 23 North, Range 4 East W.M., lying Northeasterly of the Northeasterly margin of primary State Highway No. 1, as established by King County Superior Court Cause No. 529021 and lying Southwesterly of the Northeasterly margin of the Seattle transmission line as established by Ordinance No. 82986 of the City of Seattle, as condemned in King County Superior Court Cause No. 469557 and lying Northwesterly of the Duwamish River;

Except the South 460 feet of said Government Lot 11;

Situate in the city of Tukwila, county of King, state of Washington.

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ESM inc.



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Job No. 262-11-940-002  
Sabey Corporation/Oxbow  
Revision of September 20, 1995

LEGAL DESCRIPTION FOR AN INGRESS AND EGRESS EASEMENT  
FROM WEST MARGINAL WAY SOUTH TO THE DUWAMISH RIVER

That portion of the east half of Section 4, Township 23 North, Range 4 East, W.M., King County, Washington contained within a 60 foot wide strip, lying 30 feet to the right of and 30 feet to the left of the following described centerline:

COMMENCING at the most northerly corner of Lot 1 of King County Short Plat No. 588023 as filed under King County Recording No. 9006050697;

THENCE along the northwesterly extension of the northeasterly line of said Lot 1, also being known as the northeasterly boundary of the proposed extension of the Duwamish Waterway Channel Change (1910-1911), N 41°52'02" W, 30.00 feet to the centerline of that 60 foot wide road easement filed under King County Auditor's File No. 4759860 AND the TRUE POINT OF BEGINNING;

THENCE along said centerline, S 48°11'59" W, 429 feet, more or less, to the easterly margin of West Marginal Way South (AKA P.S.H. No. 1) AND the terminus of said centerline description;

TOGETHER WITH a 60 foot wide strip, lying 30 feet to the right of and 30 feet to the left of the following described centerline:

BEGINNING at the above stated TRUE POINT OF BEGINNING;

THENCE N 48°11'59"E, 268.43 feet to a point of curvature;

THENCE northeasterly 167.66 feet along the arc of a tangent curve to the right, having a radius of 180.00 feet, through a central angle of 53°22'07" to a point of reverse curvature;

THENCE northeasterly along the arc of a tangent curve to the left, having a radius of 180.00 feet, to the westerly shoreline of the Duwamish River AND the terminus of this centerline description.

EXHIBIT B  
PAGE 1 OF 2

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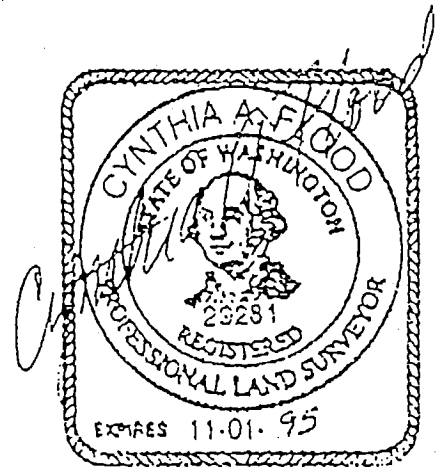
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The sidelines of said strips are to be lengthened or shortened as necessary to terminate on the easterly margin of West Marginal Way South AND the westerly shoreline of the Duwamish River.

See attached Exhibit "B".

Written By: C.A.F.  
Checked By: R.J.W.

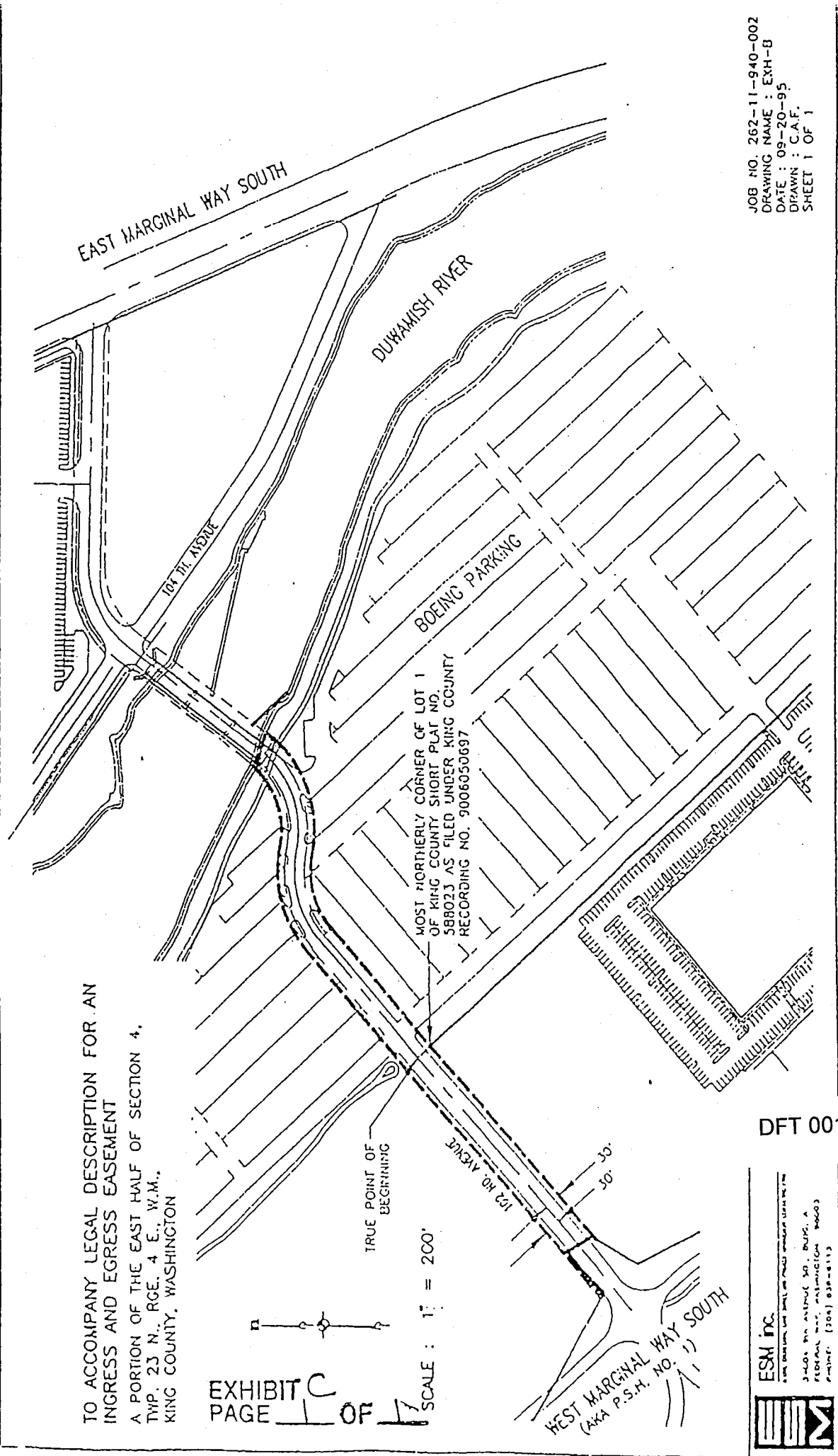
Legal/262112



09-20-95

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JOB NO. 262-11-940-002  
DRAWING NAME : EXH-B  
DATE : 09-20-95  
DRAWN : C.A.F.  
SHEET 1 OF 1

DFT 001955

ESM inc.  
3400 1st AVENUE S.W., SUITE 200, A  
FEDERAL WAY, WASHINGTON 98003  
PHONE: (206) 838-8113